



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING FEBRUARY 25, 2014
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

FEBRUARY 25, 2014 MEETING CANCELLED

Unfortunately, tonight's meeting of the Newman City Council has been cancelled due to a lack of a quorum.



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING FEBRUARY 25, 2014
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

FEBRUARY 25, 2014 MEETING CANCELLED

Unfortunately, tonight's meeting of the Newman City Council has been cancelled due to a lack of a quorum.



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING FEBRUARY 25, 2014
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

1. **Call To Order.**
2. **Roll Call.**
3. **Items From The Public.**
4. **Adjourn To Closed Session**
 - a. Conference With Legal Counsel, Potential Litigation Pursuant To California - Government Code Section 54956.9(d)(2), (1 Case).
 - b. Return To Open Session.
5. **Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING FEBRUARY 25, 2014
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. Call To Order.
2. Pledge Of Allegiance.
3. Invocation.
4. Roll Call.
5. Declaration Of Conflicts Of Interest.
6. Ceremonial Matters.
7. Items from the Public - Non-Agenda Items.
8. Consent Calendar
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants. ([View Warrant Register](#))
 - c. Approval Of Minutes Of The February 11, 2014 Meetings. ([View Minutes](#))
9. Public Hearings
 - a. Adopt Resolution No. 2014- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 281 Mistletoe Abatement. ([View Report](#))
 - b. Second Reading And Adoption Of Ordinance 2014- , Amending Title 11 Public Ways And Property, Chapter 11.11 Conduct In City Parks, Section 11.11.010.X Prohibited Actions, Of The Newman City Code. ([View Report](#))
10. Regular Business
 - a. Report On Comforting Kids Event At Pioneer Park. ([View Report](#))
 - b. Adopt Resolution 2014- , Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For 103.2+/- Acres For Use In Operation Of The MS4 Phase II Storm Drainage And/Or Wastewater Treatment Facilities. ([View Report](#))
 - c. Presentation By StanCOG Regarding The Regional Tax Measure Expenditure Plan And Adopt Resolution No. 2014- , Supporting A Regional Gas Tax Measure Expenditure Plan. ([View Report](#))
11. Items From District Five Stanislaus County Supervisor.
12. Items From The City Manager And Staff.
13. Items From City Council Members.
14. Adjournment.

Calendar of Events

February 25 - City Council - 7:00 P.M.

March 4 - NCLUSD Board Meeting - 6:00 P.M.

March 11 - City Council - 7:00 P.M.

March 13 - Recreation Commission - 7:00 P.M.

March 20 - Planning Commission - 7:00 P.M.

March 25 - City Council - 7:00 P.M.

Accounts Payable

ACH Batch Query



CITY OF NEWMAN
938 Fresno St. - 2nd Floor
P.O. Box 787
Newman, CA 95360
209-862-3725

User: efaria

Printed: 02/21/2014 - 11:54 AM

<u>Name</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Check Date</u>	<u>ACH Check</u>
SJVIA	10-00-2260	Health insurance premium/March 2014	15,585.18	02/20/2014	Yes
			<hr/> <hr/>		
			15,585.18		
			<hr/> <hr/>		

Accounts Payable

AP Check Register for Council



CITY OF NEWMAN
 938 Fresno St. - 2nd Floor
 P.O. Box 787
 Newman, CA 95360
 209-862-3725

User: efaria

Printed: 02/21/2014 - 9:16 AM

Name	Account	Description	Check D	Check Nu	Amount
Advanced Building Cleaners, Inc.	10-33-620	Street sweeping services/Nov 2013	02/21/2014	104999	3,634.02
Advanced Building Cleaners, Inc.	10-33-620	Street sweeping services/Jan 2014	02/21/2014	104999	3,634.02
KD ANDERSON & ASSOCIATES,	40-06-624	Traffic engineering services for Master Plan area #3/Jan 14	02/21/2014	105000	2,060.00
KD ANDERSON & ASSOCIATES,	40-06-624	Traffic engineering services for Master Plan area #3/Dec 2013	02/21/2014	105000	5,880.00
APPLEGATE TEEPLES DRILLIN	69-47-620	Cleaned ditch at Sherman Parkway with vac truck	02/21/2014	105001	6,370.00
ARROWHEAD MOUNTAIN SPRING	10-14-630	Bottled water delivered/Jan 2014	02/21/2014	105002	34.30
ARROWHEAD MOUNTAIN SPRING	10-21-630	Bottled water delivered/Jan 2014	02/21/2014	105002	19.96
ARROWHEAD MOUNTAIN SPRING	10-45-630	Bottled water delivered/Jan 2014	02/21/2014	105002	-3.33
ARROWHEAD MOUNTAIN SPRING	60-50-630	Bottled water delivered/Jan 2014	02/21/2014	105002	34.30
ARROWHEAD MOUNTAIN SPRING	60-50-630	Bottled water delivered/Jan 2014	02/21/2014	105002	4.04
ARROWHEAD MOUNTAIN SPRING	60-50-630	Bottled water delivered/Jan 2014	02/21/2014	105002	24.69
ARROWHEAD MOUNTAIN SPRING	63-56-630	Bottled water delivered/Jan 2014	02/21/2014	105002	34.31
ARROWHEAD MOUNTAIN SPRING	63-56-630	Bottled water delivered/Jan 2014	02/21/2014	105002	4.04
AT&T MOBILITY	10-02-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	32.97
AT&T MOBILITY	10-06-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	90.38
AT&T MOBILITY	10-07-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	8.25
AT&T MOBILITY	10-14-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	41.16
AT&T MOBILITY	10-21-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	418.44
AT&T MOBILITY	10-22-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	24.50
AT&T MOBILITY	10-33-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	42.36
AT&T MOBILITY	10-33-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	30.77
AT&T MOBILITY	10-44-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	26.07
AT&T MOBILITY	10-45-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	80.50
AT&T MOBILITY	22-20-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	3.30
AT&T MOBILITY	60-50-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	335.94
AT&T MOBILITY	63-56-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	179.45
AT&T MOBILITY	69-47-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	9.74
AT&T MOBILITY	73-70-642	Cell phone monthly charges 1/6/14 to 2/5/14	02/21/2014	105003	30.91
AutoZone	60-50-653	Hood Lift support	02/21/2014	105004	22.01
BERTOLOTTI DISPOSAL	10-33-622	Bin rental @corp yard/Jan 2014	02/21/2014	105005	78.00
BEST BEST & KRIEGER, LLP	73-70-620	For professional services rendered thru 1/31/14	02/21/2014	105006	368.16
Bohannon Insurance Group	10-00-226	Consulting fee for health insurance/Jan & Feb 2014	02/21/2014	105007	1,659.35
BUSINESS CARD	10-00-582	Filing fee for skate park	02/21/2014	105008	61.00
BUSINESS CARD	10-03-631	USB sound card for conf room PC	02/21/2014	105008	6.98
BUSINESS CARD	10-14-630	2014 Employee Poster	02/21/2014	105008	23.92
BUSINESS CARD	10-21-630	Reclosable bags/PD	02/21/2014	105008	32.16
BUSINESS CARD	10-21-653	Carwash/PD	02/21/2014	105008	12.00
BUSINESS CARD	10-21-653	Carwash/PD	02/21/2014	105008	12.00
BUSINESS CARD	10-21-653	5 Spotlight and housing assembly/PD	02/21/2014	105008	149.65
BUSINESS CARD	10-21-663	1 year compliance poster	02/21/2014	105008	85.72
BUSINESS CARD	10-21-669	Meals/PD	02/21/2014	105008	41.25
BUSINESS CARD	10-22-630	Custom badges/Fire dept	02/21/2014	105008	353.95
BUSINESS CARD	10-33-669	Parking fees STANCOG meetings/Kim	02/21/2014	105008	5.00
BUSINESS CARD	10-45-673	Youth basketball awards	02/21/2014	105008	409.10
BUSINESS CARD	10-45-673	Teen center snack bar supplies	02/21/2014	105008	71.43

Name	Account	Description	Check D	Check Nu	Amount
BUSINESS CARD	60-50-630	2014 Employee Poster	02/21/2014	105008	23.92
BUSINESS CARD	63-56-630	2014 Employee Poster	02/21/2014	105008	23.92
BUSINESS CARD	63-56-669	Meals/State Water Board workshop/Kim	02/21/2014	105008	7.34
CALIF DEPT OF PUBLIC HEAL	63-56-663	Exam fee for Water treatment operator/R. Rocha	02/21/2014	105009	50.00
CALIFORNIA CONSULTING, LL	10-02-620	Monthly retainer grant & lobbying services/Dec 2013	02/21/2014	105010	1,000.00
CALIFORNIA CONSULTING, LL	10-02-620	Monthly retainer grant & lobbying services/Feb 2014	02/21/2014	105010	1,000.00
CALIFORNIA CONSULTING, LL	60-50-620	Monthly retainer grant & lobbying services/Dec 2013	02/21/2014	105010	1,000.00
CALIFORNIA CONSULTING, LL	60-50-620	Monthly retainer grant & lobbying services/Feb 2014	02/21/2014	105010	1,000.00
CALIFORNIA CONSULTING, LL	63-56-620	Monthly retainer grant & lobbying services/Dec 2013	02/21/2014	105010	1,000.00
CALIFORNIA CONSULTING, LL	63-56-620	Monthly retainer grant & lobbying services/Feb 2014	02/21/2014	105010	1,000.00
Canon Solutions America, Inc.	10-14-620	copier charges @ city hall	02/21/2014	105011	48.10
Canon Solutions America, Inc.	10-21-620	copier charges @ PD	02/21/2014	105011	38.78
Canon Solutions America, Inc.	60-50-620	copier charges @ city hall	02/21/2014	105011	48.10
Canon Solutions America, Inc.	60-50-620	copier charges @ city hall/PW	02/21/2014	105011	11.10
Canon Solutions America, Inc.	63-56-620	copier charges @ city hall	02/21/2014	105011	48.11
Canon Solutions America, Inc.	63-56-620	copier charges @ city hall/PW	02/21/2014	105011	11.10
Canon Financial Services, Inc.	10-14-620	Contract services for copier at city hall 2/1/14 to 2/28/14	02/21/2014	105012	106.06
Canon Financial Services, Inc.	10-21-620	Contract services for copier at police dept 2/1/14 to 2/28/14	02/21/2014	105012	196.96
Canon Financial Services, Inc.	60-50-620	Contract services for copier at city hall 2/1/14 to 2/28/14	02/21/2014	105012	86.70
Canon Financial Services, Inc.	60-50-620	Contract services for copier at city hall 2/1/14 to 2/28/14	02/21/2014	105012	106.06
Canon Financial Services, Inc.	63-56-620	Contract services for copier at city hall 2/1/14 to 2/28/14	02/21/2014	105012	86.70
Canon Financial Services, Inc.	63-56-620	Contract services for copier at city hall 2/1/14 to 2/28/14	02/21/2014	105012	106.06
Carey Russell	10-00-284	Refund Memorial Bldg deposit/Carey	02/21/2014	105013	200.00
CBA (ADMIN FEES)	10-00-226	Dental-Vision admin fees/Feb 2014	02/21/2014	105014	221.00
C B MERCHANT SERVICES,INC	63-56-663	Bad debt payable/Jan 2014	02/21/2014	105015	23.82
CENTRAL SANITARY SUPPLY	10-07-630		02/21/2014	105016	27.96
CENTRAL SANITARY SUPPLY	10-07-666		02/21/2014	105016	13.98
CENTRAL SANITARY SUPPLY	10-21-630		02/21/2014	105016	27.95
CENTRAL SANITARY SUPPLY	10-22-630		02/21/2014	105016	13.98
CENTRAL SANITARY SUPPLY	10-44-630		02/21/2014	105016	13.98
CENTRAL SANITARY SUPPLY	10-44-666		02/21/2014	105016	111.83
CENTRAL SANITARY SUPPLY	10-44-667		02/21/2014	105016	55.92
CENTRAL SANITARY SUPPLY	10-46-630		02/21/2014	105016	13.98
Chevron & Texaco Business Card Servic	10-07-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	45.57
Chevron & Texaco Business Card Servic	10-21-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	3,674.49
Chevron & Texaco Business Card Servic	10-22-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	308.95
Chevron & Texaco Business Card Servic	10-33-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	97.09
Chevron & Texaco Business Card Servic	10-44-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	122.03
Chevron & Texaco Business Card Servic	60-50-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	218.35
Chevron & Texaco Business Card Servic	63-56-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	988.93
Chevron & Texaco Business Card Servic	69-47-650	Gas and diesel purchases 1/15/14 to 2/14/14	02/21/2014	105017	32.65
Churchwell White, LLP	10-15-620	Professional services/MCI Engineering vs City of Newman	02/21/2014	105018	1,114.40
CITY OF MODESTO	10-21-620	SDEA FY 2014 contribution for half of year	02/21/2014	105019	8,990.00
CITY OF MODESTO, FLEET SE	10-21-653	Solenoid installed on unit 501/PD	02/21/2014	105020	379.59
CITY OF MODESTO, FLEET SE	71-21-701	Upfit of 2013 Dodge charger unit 509	02/21/2014	105020	11,949.98
CRESCENT SUPPLY CO. #1	10-21-630	apolymer pocket protector/Singh	02/21/2014	105021	9.68
ECONOMIC TIRE SHOP	63-56-653	1 new tire for water truck	02/21/2014	105022	178.87
Fernandez Paul	10-00-284	Refund Memorial Bldg deposit/L. Hernandez	02/21/2014	105023	200.00
FERGUSON ENTERPRISES, INC	63-56-630	High density pipe for S St waterline project	02/21/2014	105024	193.73
G BAR N VETERINARY CLINIC	10-21-620	Monthly animal control services/Jan 2014	02/21/2014	105025	1,055.00
GEMPLERS ACCT #5224757	60-50-630	Stainless steel cable/WWTP	02/21/2014	105026	371.99
GEOANALYTICAL LAB, INC.	60-50-620	BOD/TSS/Nitrates testing/Jan 2014/WWTP	02/21/2014	105027	300.00
GEOANALYTICAL LAB, INC.	63-56-620	Weekly bacti testing/EDT reporting/water dept	02/21/2014	105027	425.00
Gouveia Engineering, Inc	10-31-620	Misc meetings with staff 1/13/14 and 1/28/14 follow up.	02/21/2014	105028	779.63
Gouveia Engineering, Inc	10-31-620	Professional services Dollar General review	02/21/2014	105028	567.00

Name	Account	Description	Check D	Check Nu	Amount
Gouveia Engineering, Inc	10-31-620	Scanning of various projects per PW director's request	02/21/201	105028	1,110.38
Gouveia Engineering, Inc	17-32-774	Professional services student outreach SR2S cycle 10	02/21/201	105028	490.88
Gouveia Engineering, Inc	17-44-752	Professional services Amy Park improvements	02/21/201	105028	469.88
Gouveia Engineering, Inc	20-32-777	Professional services CDBG waterline replacement 2013/14	02/21/201	105028	147.00
Gouveia Engineering, Inc	20-32-778	Professional services Tulare St infrascuture 13/14	02/21/201	105028	7,859.25
Gouveia Engineering, Inc	24-32-776	CMAQ natural gas fast fill engineering fees/Jan 2014	02/21/201	105028	2,764.13
Gouveia Engineering, Inc	60-50-751	Professional services M St waterline and sewer line replacement	02/21/201	105028	147.00
Grand Lodge of California	40-07-812	Interest payment on new city hall/March 2014	02/21/201	105029	1,066.33
Grand Lodge of California	40-07-813	Principal payment on new city hall/March 2014	02/21/201	105029	571.90
Grand Lodge of California	60-50-812	Interest payment on new city hall/March 2014	02/21/201	105029	1,066.33
Grand Lodge of California	60-50-813	Principal payment on new city hall/March 2014	02/21/201	105029	571.90
Grand Lodge of California	63-56-812	Interest payment on new city hall/March 2014	02/21/201	105029	1,066.33
Grand Lodge of California	63-56-813	Principal payment on new city hall/March 2014	02/21/201	105029	571.91
GRAINGER	10-45-620	Rebuild kit flushometer/teen center	02/21/201	105030	152.40
HOLLAND (NT) MICHAEL	60-50-630	Reimbursement for 3 Samsung phones/Holland	02/21/201	105031	12.09
HOLLAND (NT) MICHAEL	63-56-630	Reimbursement for 3 Samsung phones/Holland	02/21/201	105031	12.09
HOUSE STEPHANIE	10-45-673	Reimbursement for teen center snack bar supplies/House	02/21/201	105032	10.54
Independent Stationers	10-14-630	1 box folders/ 1 ream perforated paper	02/21/201	105033	13.12
Independent Stationers	10-14-630	1 ream 11X14 paper	02/21/201	105033	10.04
Independent Stationers	60-50-630	1 box folders/ 1 ream perforated paper	02/21/201	105033	13.12
Independent Stationers	63-56-630	1 box folders/ 1 ream perforated paper	02/21/201	105033	13.11
INFOSEND, INC	60-50-620	Mailing of late notices and utility bills/Jan 2014	02/21/201	105034	924.27
INFOSEND, INC	63-56-620	Mailing of late notices and utility bills/Jan 2014	02/21/201	105034	924.26
IRRIGATION DESIGN & CONST	10-44-630	Pig skin gloves	02/21/201	105035	5.75
IRRIGATION DESIGN & CONST	60-50-630	4 boxes nitrile gloves/WWTP	02/21/201	105035	68.75
IRRIGATION DESIGN & CONST	60-50-630	Pig skin gloves	02/21/201	105035	5.74
J&E Janitorial and Handyman	10-07-620	Complete floor cleaning and buffing/city hall	02/21/201	105036	100.00
Jerry Haag, Urban Planner	40-06-624	Professional services for Master Plan #3 thru 12/31/13	02/21/201	105037	2,969.31
Jerry Haag, Urban Planner	40-06-624	Professional services for Master Plan #3 thru 1/31/14	02/21/201	105037	2,000.00
JOE'S LANDSCAPING & CONCR	10-44-630	24" tree ties	02/21/201	105038	10.65
JOE'S LANDSCAPING & CONCR	10-44-670	Rental of sod cutter	02/21/201	105038	96.86
JOE'S LANDSCAPING & CONCR	10-44-670	Credit return on sod cutter rental	02/21/201	105038	-26.91
JOE'S LANDSCAPING & CONCR	69-47-620	Landscape services for the LLD/Jan 2014	02/21/201	105038	9,665.00
Lamphier-Gregory, Inc	40-06-624	Environmental review of the Northwest Master Plan	02/21/201	105039	280.00
LOPEZ EDGAR	10-21-669	Per diem for POST training/Lopez	02/21/201	105040	40.00
Maier Mike	60-50-630	Reimbursement of 3 Samsung phones/Maier	02/21/201	105041	12.09
Maier Mike	63-56-630	Reimbursement of 3 Samsung phones/Maier	02/21/201	105041	12.09
MEDINA AUTO REPAIR	10-33-653	Installed signal switch/oil & filter change/spark plugs 1986 tru	02/21/201	105042	477.87
MEDINA AUTO REPAIR	63-56-653	Water pump/antifreeze/new radiator/break leak/2000 Chevy PU	02/21/201	105042	733.60
MID VALLEY IT, INC	10-14-620	IT CONTRACT/FIN	02/21/201	105043	636.60
MID VALLEY IT, INC	10-21-620	IT CONTRACT/PD	02/21/201	105043	1,273.20
MID VALLEY IT, INC	60-50-620	IT CONTRACT/SEWR	02/21/201	105043	636.60
MID VALLEY IT, INC	63-56-620	IT CONTRACT/WATR	02/21/201	105043	636.60
MID VALLEY IT, INC	63-56-710	1 Avigilon Enterprise license for up to 8 camera channels and un	02/21/201	105043	1,763.30
MID VALLEY IT, INC	63-56-710	4) Avigilon 8.0 megapixel 180 panoramic HD domes for each bldg	02/21/201	105043	4,606.80
MID VALLEY IT, INC	63-56-710	3) Avigolon 2.0 megapixel micro done cameras for each room	02/21/201	105043	1,059.30
MID VALLEY IT, INC	63-56-710	4) Outdoor Mounting bases for dome cameras	02/21/201	105043	70.40
MID VALLEY IT, INC	63-56-710	1) Preassembled ethernet cable	02/21/201	105043	250.00
MID VALLEY IT, INC	63-56-710	Build and install of VS06 and assistance for aiming and focusing	02/21/201	105043	600.00
MID VALLEY IT, INC	63-56-710	4) Avigilon smoked dome covers	02/21/201	105043	30.80
MID VALLEY IT, INC	63-56-710	Taxes and Shipping	02/21/201	105043	668.27
Nino's Auto Repair	60-50-653	Checked & fixed emergency brake/fixed door handle	02/21/201	105044	35.00
Nino's Auto Repair	69-47-653	Checked & fixed emergency brake/fixed door handle	02/21/201	105044	35.00
CITY OF PATTERSON	10-03-620	Video reimbursement for CC meetings/Jan 2014	02/21/201	105045	660.00
P G & E	10-07-641	Gas and electric @ city hall/1/6 to 2/4/14	02/21/201	105046	338.51

Name	Account	Description	Check D	Check Nu	Amount
P G & E	10-21-651	Natural gas for CNG vehichles 1/7/14 to 2/5/14	02/21/201	105046	35.64
P G & E	10-33-651	Natural gas for CNG vehichles 1/7/14 to 2/5/14	02/21/201	105046	106.89
P G & E	10-44-651	Natural gas for CNG vehichles 1/7/14 to 2/5/14	02/21/201	105046	71.27
P G & E	60-50-641	Gas and electric @ city hall/1/6 to 2/4/14	02/21/201	105046	338.51
P G & E	60-50-651	Natural gas for CNG vehichles 1/7/14 to 2/5/14	02/21/201	105046	35.64
P G & E	63-56-641	Gas and electric @ city hall/1/6 to 2/4/14	02/21/201	105046	338.50
P G & E	63-56-651	Natural gas for CNG vehichles 1/7/14 to 2/5/14	02/21/201	105046	35.64
RANGEL FENCE COMPANY	61-55-750	Installed 2 rear track wheels @ main gate Corp yard	02/21/201	105047	126.67
RANGEL FENCE COMPANY	64-56-750	Installed 2 rear track wheels @ main gate Corp yard	02/21/201	105047	126.67
RANGEL FENCE COMPANY	71-46-750	Installed 2 rear track wheels @ main gate Corp yard	02/21/201	105047	126.66
RELIABLE OFFICE SUPPLIES	60-50-630	1 wallet watershed	02/21/201	105048	17.52
RELIABLE OFFICE SUPPLIES	60-50-630	2 wallet watersheds	02/21/201	105048	32.27
Robert's Auto Sales	71-21-701	2012 Nissan Altima IN4AL2APE3N467364/PD	02/21/201	105049	17,300.01
SPRINGBROOK SOFTWARE	10-14-631	Monthly WEB payments service/Jan 2014	02/21/201	105050	249.34
SPRINGBROOK SOFTWARE	60-50-631	Monthly WEB payments service/Jan 2014	02/21/201	105050	249.33
SPRINGBROOK SOFTWARE	63-56-631	Monthly WEB payments service/Jan 2014	02/21/201	105050	249.33
State of Calif Dept of Justice	10-21-620	Fingerprint apps & FBI/child abuse index/ccw/15-30 surchage	02/21/201	105051	866.00
Stanislaus County Auditor-Controller	10-21-651	Natural gas pumped at Morgan Rd facility/PD	02/21/201	105052	1.56
Stanislaus County Auditor-Controller	10-21-661	SR 911 charges Oct 2013 thru Dec 2013	02/21/201	105052	58,911.00
STAPLES ADVANTAGE	10-14-630	Logitech wireless keyboard & mouse/binder clips	02/21/201	105053	19.31
STAPLES ADVANTAGE	60-50-630	Logitech wireless keyboard & mouse/binder clips	02/21/201	105053	19.31
STAPLES ADVANTAGE	60-50-630	Logitech wireless keyboard & mouse/ruled steno/pens	02/21/201	105053	56.97
STAPLES ADVANTAGE	63-56-630	Logitech wireless keyboard & mouse/binder clips	02/21/201	105053	19.30
STAPLES ADVANTAGE	63-56-630	Logitech wireless keyboard & mouse/ruled steno/pens	02/21/201	105053	56.97
T&R ENTERPRISES	10-07-620	Made1 camera bracket 66 " long	02/21/201	105054	77.49
TOSTA BARBARA J.	10-45-672	Young at heart instructor/Feb 2014	02/21/201	105055	165.00
UNIVAR USA, INC	63-56-630	236 gallons sodium hypochlorite delivered @ well #8	02/21/201	105056	674.45
USA BLUEBOOK	60-50-630	3 Solberg element filter/1 US Flag	02/21/201	105057	115.70
USA BLUEBOOK	60-50-630	Sewer pipeline decals/7 Solberg element filter paper/US Flag/WW	02/21/201	105057	280.73
VULCAN MATERIALS COMPANY	10-33-620	1.5 cubic yards cement delivered for Kern St sidewalk repairs	02/21/201	105058	277.34
Warden's	10-14-630	5 cases copy paper	02/21/201	105059	60.07
Warden's	60-50-630	5 cases copy paper	02/21/201	105059	60.07
Warden's	63-56-630	5 cases copy paper	02/21/201	105059	60.08
MATTOS NEWSPAPERS, INC.	10-03-660	Notice of Public hearing/adoption of ord building permit fees	02/21/201	105060	140.00
MATTOS NEWSPAPERS, INC.	10-06-660	Display ad/public notice title 5 2014-1 zoning maps	02/21/201	105060	156.00
MATTOS NEWSPAPERS, INC.	10-07-630	20 pieces plain white stock cover/Plng	02/21/201	105060	5.38
MATTOS NEWSPAPERS, INC.	10-21-630	50 "Victim confidentiality request forms"/PD	02/21/201	105060	67.27
MATTOS NEWSPAPERS, INC.	10-21-630	50 "Sexual assault forms"/PD	02/21/201	105060	16.14
MATTOS NEWSPAPERS, INC.	10-45-660	employment ad for part time Rec assistant	02/21/201	105060	38.00
MATTOS NEWSPAPERS, INC.	62-60-620	Notice of Public hearing/adoption of ord amending title 11	02/21/201	105060	90.00
Westside Niners	10-00-284	Refund Memorial Bldg rent/cancelled use/Westside Niners	02/21/201	105061	75.00
Westside Niners	10-00-551	Refund Memorial rent/cancelled use/Westside Niners	02/21/201	105061	125.00
WEST SIDE AERIAL APPLICAT	60-50-623	Aerial application on oats with Shark/WWTP	02/21/201	105062	1,089.00
YANCEY LUMBER COMPANY	10-07-630	Air filters/ABS pipe & coupling/ABS cement	02/21/201	105063	109.21
YANCEY LUMBER COMPANY	10-21-620	Lamb and rice dog food	02/21/201	105063	50.58
YANCEY LUMBER COMPANY	10-22-630	Hex bolts/nails/hillman fasteners/hooks/velstrips	02/21/201	105063	55.96
YANCEY LUMBER COMPANY	10-33-630	Air filters/ABS pipe/pvc cement	02/21/201	105063	34.86
YANCEY LUMBER COMPANY	10-44-630	Bypass pruner/gas can	02/21/201	105063	46.75
YANCEY LUMBER COMPANY	10-46-630	5 gal plastic pail	02/21/201	105063	5.81
YANCEY LUMBER COMPANY	24-32-772	Paint pail/grout/trowel/mortar/concrete/lumber	02/21/201	105063	80.98
YANCEY LUMBER COMPANY	60-50-653	Drill bit	02/21/201	105063	2.56
YANCEY LUMBER COMPANY	63-56-630	Paint/rollers/nipples/pressure gauge	02/21/201	105063	101.11
YANCEY LUMBER COMPANY	69-47-630	Misc plumbing parts for LLD.	02/21/201	105063	43.46

Name	Account	Description	Check D	Check Nu	Amount
					199,436.86



MINUTES
NEWMAN CITY COUNCIL
SPECIAL MEETING JANUARY 14, 2014
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 6:30 P.M.
2. **Roll Call** - **PRESENT:** Davis, Hutchins, Martina And Mayor Katen.
ABSENT: Candea (Excused).
3. **Items From The Public** - None.
4. **Adjourn To Closed Session** - 6:34 P.M.
 - a. Conference With Legal Counsel - Potential Litigation – Stanislaus County – One Case - G.C. 54956.9.
 - b. Return To Open Session - 6:49 P.M.

ACTION: On Motion By Hutchins Seconded By Davis, The City Council Approved A Settlement Agreement With Stanislaus County Regarding The Property Tax Administration Fee Dispute By The Following Vote: **AYES:** Davis, Hutchins, Martina And Katen; **NOES:** None; **ABSENT:** Candea; **NOT PARTICIPATING:** None.

5. **Adjournment.**

ACTION: On Motion By Hutchins Seconded By Davis, The Meeting Was Adjourned At 6:50 P.M. By The Following Vote: **AYES:** Davis, Hutchins, Martina And Katen; **NOES:** None; **ABSENT:** Candea; **NOT PARTICIPATING:** None.



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING JANUARY 14, 2014
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Hutchins.
4. **Roll Call** - **PRESENT:** Davis, Hutchins, Martina And Mayor Katen.
ABSENT: Canda (Excused).
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters** - None.
7. **Items from the Public - Non-Agenda Items** - None.
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The December 10, 2013 Meeting.
 - d. Adopt Resolution 2014-01, Approving The Local Transportation Fund Claim For FY 2013/14 Other Purposes And Authorize The Finance Director To Execute The Claim On Behalf Of The City Of Newman.
 - e. Adopt Resolution No. 2014- 02, Supporting The Healthy Eating, Active Living (HEAL) Campaign.

ACTION: On A Motion By Hutchins Seconded By Davis, The Consent Calendar Was Approved By The Following Vote: AYES: Davis, Hutchins, Martina And Katen; NOES: None; ABSENT: Canda; NOT PARTICIPATING: None.

9. Public Hearings

- a. Second Reading And Adoption Of Ordinance No. 2014- 1, An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman And Authorizing Staff To Publish A Summary Of Said Ordinance.

Mayor Katen Continued The Public Hearing At 7:08 P.M.

Steve Mothersell, President Of SCM Homes, Stated That He Was The Manager Of The Villas, LLC And Owner Of The Property In Question. Mothersell Mentioned That The Project Initially Contained A Very Aggressive Land Plan But Noted That It Must Now Be Modified To Meet The Needs Of The Current Economic Climate. He Explained That His Company And Their Engineer Have Worked With City Staff To Address The Council's Traffic Concerns. Mothersell Reminded The Council That The Project Has Already Been Approved And Noted That They Are Just Lowering The Density. He Asked That The Council Support The Project.

Council Member Martina Inquired As To If Any Boundary Or Border Would Be Installed Along Hills Ferry Road.

Mothersell Responded That No Boundary Would Be Installed.

Council Member Hutchins Inquired If The Wall Near The Southeast Corner Of The Project Would Remain.

Mothersell And Engineer Ryan Carol Responded That The Wall Would Remain.

There Being No Further Public Comment, Katen Closed The Public Hearing At 7:22 P.M.

ACTION: Ordinance No. 2013-1 , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman And Authorizing Staff To Publish A Summary Of Said Ordinance, Had Its Second Reading By Title Only. On A Motion By Hutchins Seconded By Katen, Said Ordinance Was Adopted And Staff Was Authorized To Prepare And Publish A Summary Of Said Ordinance By The Following Vote: AYES: Hutchins, Martina And Katen; NOES: Davis; ABSENT: Candea; NOT PARTICIPATING: None.

10. Regular Business

- a. Adopt Resolution No. 2014-3, A Resolution Consenting To Inclusion Of Properties Within The City's Jurisdiction In The California HERO Program To Finance Distributed Generation Renewable Energy Sources, Energy And Water Efficiency Improvements And Electric Vehicle Charging Infrastructure And Approving The Amendment To A Certain Joint Powers Agreement Related Thereto.

Council Member Hutchins Inquired About How This Program Differed From PG&E Programs.

John Law, Hero Program Director Of Municipal Development, Noted That The HERO Program Is More Of A Financing Mechanism As Opposed To A Rebate Program But Noted That The Hero Program Is Compatible With Most Of Those Other Programs. Law Cited High Satisfaction Levels From His Customers As Proof Of The Success Of The Program.

ACTION: On Motion By Martina Seconded By Davis, Resolution No. 2013-3, A Resolution Consenting To Inclusion Of Properties Within The City's Jurisdiction In The California HERO Program To Finance Distributed Generation Renewable Energy Sources, Energy And Water Efficiency Improvements And Electric Vehicle Charging Infrastructure And Approving The Amendment To A Certain Joint Powers Agreement Related Thereto, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Martina And Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

- b. First Reading And Introduction Of Ordinance 2014- , An Ordinance Amending Title 11 Public Ways And Property, Adding Chapter 11.120 Storm Water Management And Discharge Control To The Newman City Code-Complying With The NPDES Phase II Permit Effective March 1, 2014.

Council Member Martina Asked If There Was A Way Of Measuring Storm Water Contaminates.

Public Works Director Kim Noted That There Are Methods To Measure Contamination.

ACTION: On Motion By Martina Seconded By Hutchins, Ordinance No. 2013- , An Ordinance Amending Title 11 Public Ways And Property, Adding Chapter 11.120 Storm Water Management And Discharge Control To The Newman City Code-Complying With The NPDES Phase II Permit Effective March 1, 2014 Was Introduced By Council Member Martina And Had Its First Reading By Title Only, By The Following Vote: AYES: Davis, Hutchins, Martina And Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Stated That He Was Glad That The Cities And The County Had Reached Agreements Regarding The Property Tax Administration Fee Dispute. DeMartini Thanked The Council For Supporting The HEAL Campaign And Noted That The Next West Side Healthcare Meeting Would Take Place On January 30th In Patterson.

12. Items From The City Manager And Staff.

City Manager Holland Noted That City Offices Would Be Closed On Monday January 20th In Honor Of Martin Luther King Jr. Day. Holland Reported That The Youth Basketball Season Was Underway And That The City Was Currently Hiring For A Part-Time Recreation Assistant. He Mentioned That City Staff Would Be Attending A Meeting Regarding The Development Of The Crows Landing Air Base.

Public Works Director Kim Reported That He Has Scheduled A Meeting With FEMA In Early May Regarding The CRS Program.

Finance Director Humphries Reported That W-2s Were Sent Out And Mentioned That Here Had Been Increased Use Of The City's Online Payment Program. Humphries Explained That Another RDA Audit Had Recently Been Completed. He Noted That The Long Range Property Management Plan Has Been Accepted.

City Planner Ocasio Reported That The Architectural Review Committee Will Be Reviewing The Proposed Memorial Building Renovation And SCM Villas Elevations. Ocasio Noted That Staff Was Currently Preparing For Several 2014 Projects.

13. Items From City Council Members.

Council Member Hutchins Wished Everyone A Happy New Year And Noted That He Would Be Attending The First 2014 League Of California Cities Committee Meetings The Following Week.

Council Member Martina Thanked Staff For Preparing Food For The West Side Healthcare Taskforce Meetings.

Mayor Katen Stated That He Too Was Glad That An Agreement Was Reached Regarding The Property Tax Administration Fee Dispute. Katen Mentioned That He Would Judging A Cub Scout Pinewood Derby Contest On Saturday.

14. Adjournment.

ACTION: On Motion By Martina And Seconded By Davis, The Meeting Was Adjourned At 7:58 P.M. By The Following Vote: AYES: Davis, Hutchins, Martina And Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

**ADOPT RESOLUTION NO. 2014- , DECLARING THE EXISTENCE OF A PUBLIC NUISANCE
UNDER ORDINANCE NO. 281 MISTLETOE ABATEMENT**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2014- , a resolution declaring the existence of a public nuisance under Ordinance No. 281 Mistletoe Abatement.

BACKGROUND:

Broadleaf mistletoe is an evergreen parasitic plant that grows on a number of landscape tree species in California. Mistletoe reduces growth in trees by utilizing the host mainly for water and mineral nutrients, and may kill them with heavy infestations. These plants produce small, sticky, whitish berries if they are female or pollen if they are male. The plant is typically spread to other trees from birds, and it is important to remove mistletoe before it is spread to other limbs or trees. The most effective method for control is through complete removal of the branch by mechanical pruning. Mistletoe cannot be completely eradicated; however it can be controlled through complete removal.

ANALYSIS:

Abatement notices for the removal of mistletoe were sent out to 58 properties in accordance with City of Newman Municipal Code Chapter 9.06, Section 9.06.020 Notice to Abate. This notice informs property owners of all nuisance abatement procedures, options and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Tuesday February 25, 2014. An updated list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

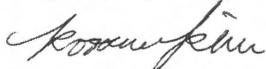
CONCLUSION:

Mistletoe is a parasitic plant afflicting a number of trees in the City. Abatement notices have been sent to the property owners of the infected trees in accordance with City Municipal Code Chapter 9.06. Therefore, staff recommends City Council adopt Resolution 2014- , a resolution declaring the existence of a public nuisance under Ordinance No. 281 Mistletoe Abatement.

ATTACHMENTS:

1. Resolution No. 2014- .
2. Mistletoe Abatement Notice List.
3. Notice to Property Owners (Sample)

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION DECLARING THE EXISTENCE OF A PUBLIC NUISANCE UNDER
ORDINANCE NO. 281 MISTLETOE ABATEMENT**

WHEREAS, the Director of Public Works of the City of Newman has reported mistletoe located and existing upon property in the City of Newman not in compliance with Ordinance No 281; and,

WHEREAS, the Director of Public Works caused notice to be mailed to the respective owners of the subject properties in accordance with said Ordinance. Said notice giving notice to abate said nuisance and setting a time and place for hearing objections to the proposed abatement; and,

WHEREAS, said hearing was held on February 25, 2014, at 7:00 p.m., in accordance with said notice; and,

WHEREAS, no objections to the proposed abatement were received at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that said City Council finds that there is mistletoe growing and existing upon real property in the City of Newman not in compliance with Ordinance 281. A condition exists with regard to the properties in said City which endangers and may injure neighboring property, and endangers and injures the welfare of residents in the vicinity of said property, and said mistletoe shall be removed, destroyed and abated; and that a description of said property is attached hereto and made a part by reference.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of February, 2014 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

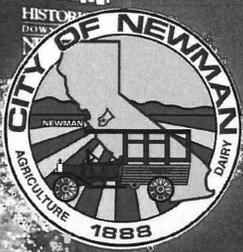
Deputy City Clerk

**CITY OF NEWMAN
2014 MISTLETOE ABATMENT PROPERTY LIST**

	LOCATION	NO. OF TREES	APN
1	1214 AMY DRIVE	1	128-054-038
2	564 MERCED STREET	SEVERAL	128-022-008
3	622 MERCED STREET	2	128-022-009
4	1365 MERGANSER CT	1	049-051-026
5	660 WAX WING LN	2	128-057-013
6	1127 BALSAM DRIVE	2	128-057-007
7	1138 BALSAM DRIVE	1	128-057-010
8	1102 BALSAM DRIVE	1	128-057-035
9	1103 BALSAM DRIVE	1	128-057-003
10	1307 CRABAPPLE WAY	1	026-051-045
11	1002 BLUE BONNET DRIVE	1	026-051-050
12	1232 GERANIUM LN	1	026-051-063
13	647 FOXGLOVE AVENUE	2	026-054-018
14	617 FOXGLOVE AVENUE	1	026-054-023
15	611 FOXGLOVE AVENUE	1	026-054-024
16	514 WAXWING LANE	1	128-058-020
17	515 WAXWING LANE	1	128-058-031
18	516 GOLDEN ROD LN	1	128-058-028
19	504 GOLDEN ROD LN	1	128-058-026
20	638 RANEE CT	1	026-054-017
21	626 RANEE CT	1	026-054-015
22	625 RANEE CT	1	026-054-006
23	613 RANEE CT	1	026-054-008
24	608 RANEE CT	1	026-054-012
25	1018 BALSAM DR	SEVERAL	026-054-003
26	914 BALSAM DR	1	026-053-040
27	915 BALSAM DR	1	026-051-035
28	1029 GRACKLE CT	1	026-055-048
29	1010 GRACKLE CT	1	026-055-040
30	683 HAGERMAN PEAK DRIVE	1	026-060-002
31	1235 DUCKBLIND CIR	1	049-049-033
32	404 SUMAC LN	1	128-058-055
33	868 REAL AVENUE	2	128-012-031
34	2028 OSBURN PARK ROAD	1	026-057-006
35	2022 OSBURN PARK ROAD	1	026-057-007
36	2011 OSBURN PARK ROAD	1	026-056-011
37	2017 OSBURN PARK ROAD	1	026-057-012
38	2016 OSBURN PARK ROAD	1	026-057-008
39	2041 OSBURN PARK ROAD	1	026-057-016
40	1617 SANDY CREEK DRIVE	2	026-057-005
41	2044 CARLSBAD CAVERNS CT	1	026-057-017
42	2138 GREAT FALLS DRIVE	1	026-058-006

**CITY OF NEWMAN
2014 MISTLETOE ABATMENT PROPERTY LIST**

43	2219 CANYON BROOK LN	1	026-047-069
44	2112 CANYON VIEW DRIVE	1	026-046-014
45	1930 PINE STREET	1	128-050-018
46	1936 PINE STREET	1	128-050-018
47	1923 PINE STREET (APARTMENTS)	1	128-050-005
48	1940 LESLIE AVENUE	1	128-050-012
49	1967 SYDNEY AVENUE	2	128-055-026
50	1964 T STREET	1	128-026-025
51	1956 T STREET	1	128-026-026
52	1947 T STREET	1	128-026-019
53	VON RENNER SCHOOL - 1388 Patchett Dr.		026-015-018
54	740 R STREET	1	026-044-001
55	868 R STREET	1	026-041-029
56	1240 FRESNO STREET	1	128-008-071
57	1417 Q STREET	1	128-008-044
58	1454 R STRET	1	128-008-075



CITY OF NEWMAN

January 30, 2014

Name

Mailing Address

City, State, Zip Code

RE: Location Address, Assessor's Parcel Number

NOTICE IS HEREBY GIVEN TO REMOVE AND DESTROY MISTLETOE FROM TREE ON PROPERTY

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Title 9, Chapter 6 of the City Code of Newman, mistletoe growing or existing on private property must be removed and destroyed.

All persons owning any such property shall, without delay, remove and destroy all such mistletoe from their property or such mistletoe will be removed and destroyed by City authorities, in which case the cost of removal and destruction will be assessed upon the lots and lands from, or on which, such mistletoe was removed and destroyed, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All property owners having objections to the proposed destruction and removal of mistletoe are hereby notified to attend a meeting of the City Council of the City of Newman to be held on **February 25, 2014**, at **7:00 P.M.**, at which time and place all objections will be heard and given due consideration.

Respectfully Submitted,

Perfecto Millan

Perfecto Millan,

Public Works Superintendent

Honorable Mayor and Members
of the Newman City Council

**SECOND READING AND ADOPTION OF ORDINANCE NO. 2014- , AMENDING TITLE 11 PUBLIC
WAYS AND PROPERTY, CHAPTER 11.11 CONDUCT IN CITY PARKS, SECTION 11.11.010.X
PROHIBITED ACTIONS, OF THE NEWMAN CITY CODE AND AUTHORIZE STAFF TO PUBLISH A
SUMMARY OF SAID ORDINANCE**

RECOMMENDATION:

It is recommended that City Council:

1. Conduct a Public Hearing regarding proposed Ordinance No. 2014- , amending Title 11 Public Ways And Property, Chapter 11.11 Conduct In City Parks, Section 11.11.010.X Prohibited Actions, Of The Newman City Code and waive the second reading.
2. Adopt Ordinance No. 2014- , and authorize staff to publish a summary of said Ordinance.

BACKGROUND:

Over the past few of years, the City has begun to experience an increase of non-City sponsored sports teams utilizing City facilities for practices and sometimes games. At times, these uses have created conflicts with City sanctioned teams' use of the facilities. To help the City Council, this matter was referred to the Recreation Commission for their review.

After hosting a couple of meetings, the Commission finalized some recommendations for the Council to consider. The matter was returned to the Council during their December 6, 2013 meeting. The Council voted to implement the changes proposed by the Parks and Recreation Commission.

ANALYSIS:

One recommendation made by the Parks and Recreation Commission was to strengthen the wording in the Municipal Code that addressed Conduct in City Parks – Prohibited Actions. After working with legal counsel, staff is recommending the following change to NMC Sec. 11.11.010.X:

- X. **To use any City owned property** to play or engage in any organized sports play except in such places as are specifically provided or designated for that purpose **without first having obtained a permit or agreement from City for the use of City owned property.** For purposes of this subsection, “organized sports play” shall mean any **practice**, game, tournament, contest, or **any other similar** activity ~~in which more than 15 persons participate, or in which the time and place of play have been predetermined by either the participants or any other person or organization. In addition,~~ The wearing of uniforms ~~by three or more persons~~ shall constitute evidence of organized sports play. **This subsection does not apply to City sponsored and/or approved sports activities/programs.**

FISCAL IMPACT:

There will be no fiscal impact associated with the changes of this subsection. The City anticipates setting a cost recovery fee associated with the additional wear from these groups. However, this matter will be brought before the Council at a later date.

CONCLUSION:

The proposed changes were recommended by the Parks and Recreation Commission and vetted through legal counsel. The Council has previously identified support for the additional wording. Therefore, staff recommends that the Council hold the public hearing, waive the second reading, adopt Ordinance No. 2014- , amending Title 11 Public Ways And Property, Chapter 11.11 Conduct In City Parks, Section 11.11.010.X Prohibited Actions, Of The Newman City Code and authorize staff to publish a summary of said Ordinance.

ATTACHMENTS:

1. Ordinance No. 2014-

Respectfully submitted,



Michael Holland
City Manager

ORDINANCE NO. 2014-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN AMENDING
TITLE 11 PUBLIC WAYS AND PROPERTY, CHAPTER 11.11 CONDUCT IN CITY PARKS,
SECTION 11.11.010.X PROHIBITED ACTIONS - OF THE NEWMAN CITY CODE**

The City Council of the City of Newman does ordain as follows:

Section 1.

That Title 11 Public Ways And Property, Chapter 11.11 Conduct In City Parks, Section 11.11.010.X Prohibited Actions of the Newman City Code be amended as amended as follows (additions in *italics* and deletions as ~~strikeouts~~):

11.11.010.X PROHIBITED ACTIONS

- X. *To use any City owned property to play or engage in any organized sports play except in such places as are specifically provided or designated for that purpose without first having obtained a permit or agreement from City for the use of City owned property.* For purposes of this subsection, "organized sports play" shall mean any *practice, game, tournament, contest, or any other similar activity* ~~in which more than 15 persons participate, or~~ in which the time and place of play have been predetermined by either the participants or any other person or organization. ~~In addition,~~ The wearing of uniforms ~~by three or more persons~~ shall constitute evidence of organized sports play. This subsection does not apply to City sponsored and/or approved sports activities/programs.

Section 2.

All other sections and provisions of Titles 11 shall remain in full force and effect.

Section 3.

That a duly noticed public hearing was held by the City Council on February 25, 2014.

Section 4.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the West Side Index, a newspaper of general circulation, published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 11th day of February, 2014 by Council Member Hutchins, and adopted at a regular meeting of said City Council held on the 25th day of February, 2014 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

REPORT ON COMFORTING KIDS EVENT AT PIONEER PARK

RECOMMENDATION:

Staff recommends the City Council approve the Comforting Kids event scheduled at Pioneer Park on June 29th 2014 from 9 A.M. to 4 P.M.

BACKGROUND:

Comforting Kids is a non-profit organization that raises funds to benefit regional children's hospitals and their patients. Comforting Kids has requested exclusive use of Pioneer Park on June 29th 2014 from 9 A.M. to 4 P.M. to host a benefit classic car show. Event organizers will be inviting several vehicles to attend, but do not have an accurate count as to how many will be in attendance. The vehicle estimate could be close to 125 vehicles, all parked within the grass area of the park. There will be a D.J. playing Oldies music during the event's duration and **NO** alcohol will be served or sold. The event date currently has no conflicts with other community events. The event organizers are seeking council approval for the event.

ANALYSIS:

As of the date and time of the preparation of this staff report, Comforting Kids is in the initial preparation stages of planning this event. Any subsequent changes will be reported out by staff during the presentation of this report.

Comforting Kids has made the following requests:

- ❖ Exclusive use of Pioneer Park.
- ❖ Use of Pioneer Park restroom facilities and electrical power at the location.

Staff has made the following requests from Comforting Kids:

- ❖ Secure event liability insurance in the amount of \$3,000,000.00, naming the City as an additional insured.
- ❖ Secure additional waste wheelers and position them throughout the park.
- ❖ Cover the cost of one public works employee to assist with vehicle parking.
- ❖ Consider securing portable restroom facilities to supplement the park facilities.

FISCAL IMPACT:

Staff recommends staffing this event with one on-call public works person to assist with vehicle placement around sensitive irrigation and electrical connections. Projected overtime costs should not exceed \$200.00 for the duration indicated. It is staff's recommendation that any and all applicable costs be invoiced to Comforting Kids.

CONCLUSION:

Based upon the information contained in this report, the following options are available:

1. Approve the event as indicated.
2. Reject the event.

Staff recommends Alternative 1. Staff also recommends that any additional costs be invoiced to Comforting Kids.

Respectfully submitted,



Brett Short
Police Lieutenant

REVIEWED/CONCUR:



Michael Holland
City Manager

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.b.**
City Council Meeting
of February 25, 2014

**APPROVE LAND PURCHASE AND SALE AGREEMENT
FOR WASTEWATER TREATMENT PLAN**

RECOMMENDATION:

Adopt Resolution 2014- , authorizing the City Manager to execute a Land Purchase and Sale Agreement for 103.2+/- acres for use in operation of the MS4 Phase II Storm Drainage and/or Wastewater Treatment facilities.

BACKGROUND:

In 2013, the City was classified as a Phase II MS4 Storm Water discharger per California State Water Resources Control Board. This designation requires the City to provide a specific level of treatment of its storm water discharge before said discharge reaches State waterways. Due to the location of these properties and their proximity to the City's storm drainage system and the wastewater Treatment plant, staff believes the purchase is important towards meeting State regulations.

ANALYSIS:

As a Phase II Storm Water discharger, the City faces a new set of State regulations with respect to storm water that discharges into State waterways. The purchase of the property will allow the City to design a natural filtration (think wetlands) system that will separate out solids and other potential containments. While development of the property will require grant funding, all future grant applications would be strengthened should the Council elect to move forward with this Agreement. The lands will also provide opportunities for use with the City's wastewater treatment facility (if not fully utilized for storm drainage); either through the addition of water for irrigation of existing lands or through the creation of additional areas of discharge.

FISCAL IMPACT:

This action will require a budget adjustment equal to the total purchase price of \$1,300,000.00. The funding source is Fund 60 Sewer Operations. A payment schedule is identified within the attached agreement. Staff will draft an inter-fund borrowing agreement for Council approval prior to the close of escrow; within sixty (60) days.

CONCLUSION:

Staff recommends the Council approved the attached Land Purchase and Sale Agreement. The additional lands are a necessary for compliance with State MS4 Storm Drainage and/or wastewater discharge requirements. The proximity of the parcels to existing parcels also makes this purchase a rational decision. Staff recommends the City purchase the identified lands in accordance with the Purchase and Sale Agreement.

ATTACHMENTS:

1. Resolution No. 2014-
2. Purchase and Sale Agreement between George and Marlene Souza and the City Of Newman

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2014-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LAND PURCHASE AND SALE AGREEMENT FOR 103.2+/- ACRES FOR USE IN OPERATION OF THE MS4 PHASE II STORM DRAINAGE AND/OR WASTEWATER TREATMENT FACILITIES

WHEREAS, the City of Newman desires to purchase all or a portion of certain properties described as Merced County 054-050-010, 054-050-019 And 054-050-020 for use in operation of the MS4 Phase II Storm Drainage and/or Wastewater Treatment Facilities; and

WHEREAS, based upon the California State requirements of a Phase II MS4 Storm Water discharger the City is required to provide a specific level of treatment of its storm water discharge before said discharge reaches State waterways; and

WHEREAS, over the past several months, City staff has worked with the property owners to craft a purchase and sale agreement to govern to the sale of 103.2 +/- acres of land; and

WHEREAS, the City and the property owners have reached an agreement on the terms of such purchase; and

WHEREAS, the City hired an independent land appraiser and the purchase price is based upon that appraisal; and

WHEREAS, this purchase will require a budget adjustment equal to the total purchase price of \$1,300,00.00. The funding source is Fund 60 Sewer Operations; and

NOW, THEREFORE BE IT RESOLVED that the City of Newman does hereby authorize the City Manager to execute a Land Purchase and Sale Agreement for an 103.2+/- acres for use in operation of the MS4 Phase II Storm Drainage and/or Wastewater Treatment Facilities.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Newman held on the 25th day of February, 2014 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk



PURCHASE AND SALE AGREEMENT
between
George and Marlene Souza
and
THE CITY OF NEWMAN

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into this 26th day of February, 2014 (hereinafter "Effective Date") between **GEORGE AND MARLENE SOUZA** (hereinafter "Seller") and **THE CITY OF NEWMAN**, a municipal corporation (hereinafter "Buyer").

RECITALS

WHEREAS, Seller is owner in fee of the real property located along the north side of Brazo Road, and the east side of Canal School Road, east of the Stanislaus/Merced County Line, in the Newman area of Merced County also known as (Merced County APNs 054-050-010, 019 and 020), more fully described on Exhibit A and Exhibit B attached hereto; and

WHEREAS, Buyer desires to purchase Property for use in the City's Phase II Storm Water treatment and/or Wastewater Treatment facility; and

WHEREAS, Seller is willing to sell Property to Buyer under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 Close of Escrow shall occur within sixty (60) days from the Effective Date. When all escrow submissions are made, escrow may close at any time within the sixty (60) day period.

The parties, by extension in escrow, may extend the escrow beyond the sixty (60) day period. It is the desire of the parties to close escrow as soon as possible.

1.02 Deed shall mean a grant deed, or similar instruments, conveying title to the real property described herein from Seller to Buyer. Seller warrants that, as of the close of this escrow, Seller has full, legal and equitable title to convey the real property described herein.

1.03 Escrow shall mean that escrow opened with Escrow Holder pursuant to this Agreement.

1.04 Escrow Holder shall mean a title insurance company selected by Buyer to carry out the duties ascribed to Escrow Holder herein.

1.05 Escrow Instructions shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as "general provisions" which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the "general provisions" of Escrow Holder's pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 Real Property or Property shall mean and refer to the property bearing the legal description as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II

AGREEMENT OF SALE

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property.

2.02 Total Purchase Price. The total purchase price for the Property shall be for the amount of One Million Three Hundred Thousand and no/100ths Dollars (\$1,300,000).

2.03 Terms of Payments. The Buyer agrees to pay Seller \$511,434.10 at the close of escrow. Payment will be credited towards the purchase of APN 054-050-010 (\$314,922.50), with the remaining \$196,511.60 credited towards the purchase of APN 054-050-19. Seller agrees to finance, without interest, the remaining \$788,565.90 for the terms identified within this Agreement.

Buyer agrees to pay Seller \$511,434.10 on or before October 1, 2014 as final payment for APN 054-050-019.

Buyer agrees to pay Seller remaining \$277,131.80 as payment for APN 054-050-020 on or before April 15, 2015.

2.04 Contingencies. The sale is contingent upon:

- (a) City Council approval and ratification of this Agreement;
- (b) Seller maintains the right to continue to utilize each parcel without charge until December 2015. Seller agrees to maintain the property in compliance with local, State and Federal rules, regulations and guidelines and agrees not significantly alter said property without the written approval from the Buyer. Should Buyer receive funding to begin construction prior to December 2015, Buyer shall provide Seller a minimum of sixty (60) day notice to terminate lease agreement.

ARTICLE III
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller covenants, represents, and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to 1) execute this Agreement, and related title documents, 2) perform all of the obligations hereunder and, 3) dispose of or otherwise convey Property as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. After diligent inquiry, to the best of Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit or affect the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. Seller agrees to pay any general and special taxes which are delinquent on Property and to pay any special assessments due on Property as of the date of close of escrow.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

4.01 Buyer represents and warrants that it has or shall have full authority to carry out the provisions of this Agreement.

ARTICLE V
ESCROW CLOSING COSTS

5.01 All costs of escrow shall be equally shared by the Buyer and Seller 50/50.

ARTICLE VI
TITLE INSURANCE

6.01 At the close of escrow, Escrow Holder shall cause the title company to issue to Buyer a policy of title insurance for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report.

ARTICLE VII
ESCROW PROVISIONS

7.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be effected through an escrow opened by Buyer at Stewart Title of California, Inc., 2030 W. Monte Vista Avenue, Turlock.

7.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the close of escrow (i.e., the transfer of Property) which may be waived only by written waiver executed by Seller or Buyer as applicable:

- (a) Buyer shall have deposited with an Escrow Holder the total amount specified in section 2.03;
- (b) City Council's approval and ratification of this Agreement;
- (c) Buyer shall not be in breach or default of any provision herein;
- (d) Buyer's warranties and representations as set forth herein are true as of the close of escrow;
- (e) Seller shall have deposited with Escrow Holder all of the items required under this Agreement;
- (f) Seller shall not be in breach or default of any provision herein;
- (g) Seller's warranties and representations as set forth herein are true as of the close of escrow;
- (h) The title company shall be committed to issue and shall issue as of the close of escrow the title policy as set forth in this Agreement; and
- (i) Buyer shall, to the fullest extent possible, cooperate with Seller on any tax exchange or involuntary exchange pursuant to IRC section 1033 that may result from this transaction.

7.03 Seller's Delivery to Escrow Holder. On or before the close of escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) A grant deed or deeds to the property;
- (b) A properly executed Tenant Estoppel Certificate in a form approved by Buyer;
- (c) Such other documents necessary to carry out the provisions of this Agreement.

7.04 Buyer's Delivery to Escrow Holder. On or before the close of escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) The amount set forth in section 2.03;
- (b) Such other documents which are necessary to carry out the provisions of this Agreement.

7.05 Close of Escrow. The close of escrow shall be as set forth in Section 1.01 when all conditions are met as described herein and when all payments are on deposit with Escrow Holder.

7.06 Escrow Holder's Duties upon Close of Escrow. At the close of escrow, Escrow Holder shall:

- (a) Record the grant deed;
- (b) Prepare any preliminary or change of ownership statements as required by law with respect to close of escrow;
- (c) Deliver the policy of title insurance as required and requested by Buyer as described in this Agreement at close of escrow;
- (d) Deliver to Seller the amount set forth in Section 2.03; and
- (e) Perform such other duties as, in the opinion of Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

7.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

- (a) To Seller, a proposed and final Seller's closing statement;
- (b) To Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;
- (c) To Seller, recorded copies of the deed;

- (d) To Buyer, after recordation, the originals of the grant deed or deeds, the policy of title insurance, and the original executed Tenant Estoppel Certificate referred to in section 7.03(b) above; and
- (e) To Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at close of escrow.

7.08 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

ARTICLE VIII **AS-IS PURCHASE**

8.01 Purchase of Property "As-Is." Buyer agrees that, as of close of escrow, it will be acquiring Property in "as-is" condition with all faults and conditions with the following exception. Seller, at their sole expense, may transfer the Central California Irrigation District water rights to a separate parcel owned by property owner. It is the Seller responsibility to ensure said transfer is completed in accordance with all local, State and Federal rules and regulations prior to April 15, 2015.

ARTICLE IX **ENVIRONMENTAL SURVEY**

9.01 During the terms of this Agreement, Buyer, its agents, contractors, and subcontractors shall have the right to enter upon Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively "Studies") as may be necessary or desirable in Buyer's sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or resulting from the acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon Property.

ARTICLE X **WAIVER OF PROVISIONS**

10.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE XI
NOTICES

11.01 Any notice, demand, approval, consent, or other communication between the parties shall be mailed to the following addresses:

TO SELLER: George and Marlene Souza
 2101 Hallowell Road
 Newman, California 95360

TO BUYER: City Manager
 City of Newman
 P.O. Box 787
 938 Fresno Street
 Newman, California 95360

ARTICLE XII
BINDING EFFECT

12.01 This Agreement is binding upon the heirs, executors, successors, and assigns of the parties.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.01 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the parties to this Agreement.

13.02 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties not a part of this Purchase Agreement, and any and all related documents to consummate this Agreement, sets forth the entire Agreement between Sellers and Buyer and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

13.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

13.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

13.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

13.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

13.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

13.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

13.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

13.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

IN WITNESS WHEREOF, the parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date hereinabove inscribed.

CITY OF NEWMAN, a municipal corporation SELLERS

By: _____

Michael E. Holland, City Manager

By: _____

George Souza

By: _____

Marlene Souza

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____

ATTEST:

By: _____
Mike Maier, Deputy City Clerk

EXHIBIT A

EXHIBIT B

**PARCEL
MAP**

Honorable Mayor and Members
of the Newman City Council

**REPORT ON 2014 REGIONAL TRANSPORTATION
TAX MEASURE FINANCIAL EXPENDITURE PLAN**

RECOMMENDATION:

Adopt Resolution No. 2014- Supporting the Stanislaus County 2014 Regional Transportation Tax Measure Financial Expenditure Plan (Expenditure Plan).

BACKGROUND:

At the January 15, 2014 Stanislaus Council of Governments (StanCOG) Policy Board meeting, StanCOG staff was directed to proceed with the development of a framework for a 2014 Transportation Financial Expenditure Plan (Expenditure Plan) for Stanislaus County. This framework was developed with the assistance of StanCOG's Management and Finance Committee, which is composed of the City Managers from each of the nine Cities and the County Chief Executive Officer. This framework is now being circulated to the nine City Councils and the County Board of Supervisors in advance of the March 19, 2014 StanCOG Policy Board meeting. If consensus is achieved from the respective City Councils and the Board of Supervisors through a Resolution of Support, the StanCOG Policy Board will adopt the Expenditure Plan at its March 19, 2014 meeting.

Formal Actions Taken by StanCOG Policy Board

At their January 15, 2014 meeting, StanCOG Policy Board took the following formal actions:

By Motion:

Adopt a Transportation Expenditure Plan Framework for a Regional Transportation Tax Measure for the Stanislaus Region and direct the Executive Director to:

- a. Circulate the Transportation Expenditure Plan Framework to the nine City Councils and Board of Supervisors for a Resolution of Support for a Regional Transportation Tax Measure for the Stanislaus Region.
- b. Reinstate Overall Work Program Work Element 304 (Transportation Financial Expenditure Plan Reformulation and Community Outreach) with funding and related activities to be determined and approved by the February 19, 2014 Policy Board meeting for the StanCOG FY 2013/14 and FY 2014/15 Annual Budget.
- c. Use the Taxable Sales Tax Methodology proposed for the funding distribution of the Expenditure Plan to allocate Local Transportation (LTF) Road Funds from the nine Local Jurisdictions and Stanislaus County to fund the Expenditure Plan budget. Jurisdictions will be asked to provide these funds through their claim process.

2014 Tax Expenditure Plan Summary

The following outlines the proposed the key components of the Tax Expenditure Plan:

1. Half Cent Transportation Sales Tax Duration 25 Years
2. Projected Sales Tax to be collected \$970.0 million
3. 2014 Transportation Expenditure Plan Programs (in millions)
 - A. Local Street and Road Program
(47% of collected sales tax) \$455.9 million
 - B. Major Corridors of Countywide Significance
(47% of collected sales tax) \$455.9 million
 - C. Regional Rail, Mobility Management, Bicycles and Pedestrian
(6% of collected sales tax) \$ 58.2 million

Agenda Item: **10.c.**

- a. Regional Rail (80%).....\$46,560,000
 - b. Mobility Management for Seniors and Disabled (15%)\$ 8,730,000
 - c. Bicycles and Pedestrians (5%).....\$ 2,910,000
4. StanCOG as the designated Transportation Authority for the Tax Measure can collect up to 1% of the collected sales tax for Administration of the Program.

Tax Measure Projects

- The Local Street and Road Program will be developed by and include projects from the local jurisdictions.
- The Major Corridors Program is proposed to be:
 - North Corridor: North County Corridor- Current limits from State Route (SR) 108/McHenry Ave. to SR 108/120, east of the City of Oakdale
 - Central Corridor: SR 132 - Widening from the Western (San Joaquin) County Line to SR 99, and Operational Improvements from SR 99 to the City of Waterford. Connectivity Improvements at SR 132 and SR 99.
 - South Corridor: South County Corridor / West Main – Current limits from SR 99 in the City of Turlock to I-5 in western Stanislaus County.

Funding Distribution Methodology

The funding distribution is based on 100% of Taxable Sales as reported for Fiscal Year 2012-2013 with a Floor of \$250,000.00.

Tables A and B below details the Local and Capital Corridor Improvements Program:

Table A
Local Street and Road Programs

Jurisdiction	Sales Tax Share (%)	Allocation Based On Sales Tax Only (\$)	Annual Share for Cities (No Floor) (\$)	Annual Share for Cities (with Floor) (\$)
Ceres	7.00%	31,913,000	1,309,112	1,260,185
Hughson	0.73%	3,328,070	133,973	250,000
Modesto	38.40%	175,065,600	7,181,414	6,933,682
Newman	0.62%	2,826,580	113,785	250,000
Oakdale	3.89%	17,734,510	713,908	713,908
Patterson	3.49%	15,910,910	640,499	640,499
Riverbank	3.52%	16,047,680	646,004	646,004
Turlock	14.89%	67,883,510	2,784,668	2,691,034
Waterford	0.61%	2,780,990	111,950	250,000
Subtotal Cities			13,635,313	272,398,519
County	26.85%	122,409,150	5,066,287	5,066,287
TOTALS	100.00%	455,900,000	18,701,600	18,701,600

Table B
Major Regional Corridors of Countywide Significance

Project	Improvements
Northern Corridor	North County Corridor New 2 to 6 Lane Expressway, Tully Road to State Route 120/108, east of City of Oakdale.
Central Corridor	State Route 132 Widening and Operational Improvements Construct 2-lane alignment on existing right-of-way, State Route 99 to Western (San Joaquin) County Line. Operational Improvements from SR 99 to the City of Waterford. State Route 132 Connectivity Construct full Interchange at SR-132&SR-99, construct extension of 5 th and 6 th Street couplets and construct full Interchange at SR-132E & SR-99.
Southern Corridor	South County Corridor Widen and extend West Main Road from State Route 99 to Interstate 5, including Interchanges at West Main Road (SR-99) and I-5 (Location TBD)

Table C below details the Regional Rail, Mobility Management, Bicycles and Pedestrians Program:

Table C
Mobility Management, Bicycles and Pedestrians

Jurisdiction	Sales Tax Share (%)	Bicycles and Pedestrians (\$)	Annual Share for Cities (Bike/Peds) (\$)
Ceres	7.00%	203,700	8,148
Hughson	0.73%	21,243	850
Modesto	38.40%	1,117,440	44,698
Newman	0.62%	18,042	722
Oakdale	3.89%	113,199	4,528
Patterson	3.49%	101,559	4,062
Riverbank	3.52%	102,432	4,097
Turlock	14.89%	433,299	17,332
Waterford	0.61%	17,751	710
County	26.85%	781,335	31,253
TOTALS	100.00%	2,910,000	116,400

*Regional Rail's share is \$46,560,000

*Specialized Transit (CTSA, etc.) share is \$8,730,000

The Expenditure Plan can dedicate up to 1% of the projected \$970 million collected over the life of the 25 year program for administration of the proceeds of the sales tax. StanCOG, as the Local Transportation Authority (Authority), will administer the sales tax program and carry out the mission outlined in the Expenditure Plan. The total administrative cost of salaries and benefits of the staff associated with the sales tax program shall not exceed 1% of the gross revenues generated by the transportation measure. An Annual Independent Financial Audit shall be conducted of the sales tax revenues; and the Authority will prepare an Annual Report of program activities. The Expenditure Plan will include the creation of a Citizens Oversight Committee whose function is to review the fiscal and program performance of the sales tax program through the Annual Audit and to provide positive, constructive advice to the Authority on how to improve implementation of the program.

Schedule of Remaining Activities

- ❖ Resolution of Support of the Expenditure Plan by the Cities and County by: StanCOG Policy Board Meeting – March 19, 2014.
- ❖ Based on a consensus of support from the City Councils and Board of Supervisors, the StanCOG Policy Board will direct staff to proceed with activities related to completing an Environmental Impact Report (EIR) and Educational Campaign for the Regional Tax Measure Expenditure Plan.
- ❖ In order to place this measure on the November 2014 ballot, it is recommended the respective City Councils and Board of Supervisors approve the Final Expenditure Plan at their June 2014 meetings. This action is needed prior to the July / August 2014 StanCOG Policy Board meeting. Once approved by the City Councils and the Board of Supervisors representing both the Cities in the County and a majority of the population in the incorporated areas of the County, the StanCOG Policy Board will take action and forward the Expenditure Plan to the Stanislaus County Board of Supervisors to be placed on the November 2014 ballot. The Supervisors must then forward the ballot measure to the Registrar of Voters no later than August **, 2014.
- ❖ The following details a schedule to bring the Expenditure Plan to a November 2014 Ballot:

DRAFT Stanislaus Region Transportation Sales Tax Road Map

NOVEMBER 2014 BALLOT

Month 1 (January 2014)

- Develop and Finalize Tax Measure Financial Expenditure Plan
- Policy Board approves Tax Measure Financial Expenditure Plan
- Begin circulation to obtain City Council and Board of Supervisors support of the Tax Measure Financial Expenditure Plan

Month 2 (February 2014)

- Continue circulation to obtain City Council and BOS Resolution of Support of Financial Expenditure Plan

Month 3 (March 2014)

- StanCOG Policy Board adopts Tax Measure Financial Expenditure Plan
- Release RFQ/RFP for Expenditure Plan Programmatic Supplemental EIR and Public Education Outreach

Month 4 (April 2014)

- Consultant Begins Expenditure Plan Programmatic Supplemental EIR (If based on 2014 RTP)
- Consultant Begin Public Education Outreach Program (April through July)
- Develop Transportation Sales Tax Ordinance

Month 5 (May 2014)

- Consultant provides draft EIR for review

Month 6 (June 2014)

- StanCOG Policy Board has the first reading of the Transportation Sales Tax Ordinance
- Circulation of Expenditure Plan to obtain City Council and BOS Resolution of Approval of Financial Expenditure Plan

Month 7 (July 2014)

- Finalize Expenditure Plan Supplemental EIR
- StanCOG Policy Board certifies Expenditure Plan EIR

Month 7 and 8 (July / August 2014)

- StanCOG Policy Board adopts and forwards the Transportation Sales Tax Ordinance to the Stanislaus County Board of Supervisors to be placed on a voter ballot.
- Stanislaus County Board of Supervisors places the Transportation Sales Tax Ordinance on a voter ballot.
- Form a Political Action Committee (PAC).

FISCAL IMPACT:

The action to approve the Expenditure Plan will not have an immediate fiscal impact. However, it will help continue efforts to have the Transportation Measure placed on the November 2014 ballot. If the Measure is approved by Stanislaus County voters, the City will receive millions of dollars in local funding for needed transportation improvement projects.

CONCLUSION:

The action to support the Expenditure Plan will not have an immediate fiscal impact. However, it will help continue efforts to have the Transportation Measure placed on the November 2014 ballot. If the Measure is approved by Stanislaus County voters, the City will receive millions of dollars in local funding for needed transportation improvement projects. Mr. Carlos Yamzon, from StanCOG, will be presenting this item and can answer Council's questions.

ATTACHMENTS:

1. Resolution No. 2014- .

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN,
STANISLAUS COUNTY, CALIFORNIA, SUPPORTING STANISLAUS COUNTY 2014
REGIONAL TRANSPORTATION TAX MEASURE FINANCIAL EXPENDITURE PLAN**

WHEREAS, the City Council of the City of NEWMAN, through its adopted General Plan and Visioning Policies and Goals, seeks to provide for the transportation and infrastructure needs of the City of NEWMAN as well as those which join NEWMAN to the Stanislaus County – wide region; and

WHEREAS, the City Council of the City of NEWMAN having adopted a Street Master Plan, and a Capital Improvement Plan, has identified those specific transportation capital infrastructure needs within the City and its Sphere of Influence; and

WHEREAS, the City Council seeks to provide for such improvements in the most fiscally responsible manner for the residents of NEWMAN by securing all available sources of funding; and

WHEREAS, there is clear evidence that ‘self help’ jurisdictions that generate local funding are better able to secure federal and state grants to fund transportation improvements; and

WHEREAS, the proposed 2014 Regional Transportation Tax Measure Financial Expenditures Plan (“Expenditure Plan”) will provide a source of funds that creates a self help status for the City of NEWMAN as well as the other jurisdictions in the Stanislaus County Region; and

WHEREAS, The City of NEWMAN will benefit by receiving a proportionate share of the measure’s funds for specified projects in accordance with the Expenditure Plan, and residents of NEWMAN will further benefit from improvements made to streets and roads in the Stanislaus County Region; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of NEWMAN that in accordance with its established goals and objectives to provide, among other things, for better roads and safer streets, to support the long term well-being and economic benefits of the City of NEWMAN, does hereby endorse and support the Expenditure Plan.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of February 2014 by Council Member _____, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk